



## TRANSPORTATION SCHEDULE

### Cintas Corporation – Truckload

**This Transportation Schedule is effective as of June 29, 2018.**

Schneider Logistics, Inc. ("SLI") and GP Transportation Co dba GP Transco (referred to in the Master Transportation Services Agreement and in this Transportation Schedule as "SERVICE PROVIDER") are parties to a Master Transportation Services Agreement ("Agreement") with an Effective Date of June 29, 2018. The terms and conditions of the Agreement are hereby incorporated by reference into this Transportation Schedule so as to comprise a separate and enforceable contract between the parties. All initially capitalized terms not defined in this Transportation Schedule shall have the meaning ascribed in the Agreement. By execution and delivery of this Transportation Schedule, the parties hereto reaffirm all of the terms and conditions of the Agreement except as modified herein. The following terms and conditions are specifically applicable to this Transportation Schedule:

1. **Customer.** For purposes of this Transportation Schedule, the Customer referred to in the Agreement and this Transportation Schedule shall be Cintas Corporation ("Customer").

2. **Service.** SERVICE PROVIDER agrees to meet SLI's and Customer's volume requirements, as may be changed by SLI from time to time. SLI and Customer have an expectation of one hundred percent (100%) on-time pickup and delivery. SERVICE PROVIDER agrees to track all shipments on an ongoing basis, and to provide SLI and/or Customer shipment status when requested. SERVICE PROVIDER agrees to provide safe, operational equipment and will not supply any trailers or containers that have been used to transport hazardous wastes, trash, or solid or liquid waste, whether or not defined as hazardous wastes under 40 CFR Part 261. Service Provider shall at all times comply with Hours of Service Rules, including, but not limited to, the use of Electronic Logging Devices, and agrees to not assign a shipment to a driver who does not have sufficient hours remaining to perform the requested services.

2.1 **California Air Resources Board Requirements.** To the extent that any cargo is transported within the State of California, SERVICE PROVIDER warrants that:

- a. All 53 foot trailers, including both dry-van and refrigerated equipment SERVICE PROVIDER operated and the Heavy Duty Tractors that haul such equipment are in compliance with the California Air Resources Board Heavy Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
- b. All refrigerated equipment it operates within California is in full compliance with the California ARB TRU ACTM in-use regulations.

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**2.2 No Brokering or use of third parties.** SERVICE PROVIDER is prohibited from contracting with a broker to provide services. SERVICE PROVIDER shall transport all cargo and shall not broker any loads tendered to SERVICE PROVIDER

**3. Rates and Charges.**

**3.1 Rates.** SERVICE PROVIDER shall transport all of the freight tendered to SERVICE PROVIDER from, to and/or between the points and places set forth in Exhibit A on an "on-call" basis at the rates specified in Exhibit A. SERVICE PROVIDER agrees that the mileages associated with the rates set forth in Exhibit A shall be determined by using PC MILER 31 (shortest), and that SERVICE PROVIDER's Freight Charges that are based on miles will, unless otherwise notified in writing, be determined using the shortest route calculation in PC MILER 31 (shortest).

**3.2 Charges.** The accessorial charges for SERVICE PROVIDER's transportation and related services are set forth in Exhibit B. SERVICE PROVIDER warrants and represents that there are no other accessorial charges that will apply to SERVICE PROVIDER's transportation and related services, nor shall SERVICE PROVIDER invoice SLI or Customer for the same. From time to time Service Provider and SLI will enter into an agreement specifically listing all applicable rates and charges (including accessorials and fuel) in the form of a spot quote for the specific movement(s). Spot quotes will be considered a counterpart of this Transportation Schedule and shall constitute the same standing as an addendum. Spot quotes will be established by authorized representatives of SLI and SERVICE PROVIDER.

**3.3 Canadian Taxes.** SERVICE PROVIDER shall bill, as a separate invoice line item, all Goods and Sales Taxes (GST), Harmonized Sales Taxes (HST), and Quebec Sales Taxes (QST) at the appropriate rates. The applicable percentage rate used to generate such taxes shall be shown on the invoice submitted by SERVICE PROVIDER.

**4. Cargo Loss, Damage or Destruction.**

**4.1 SERVICE PROVIDER's Cargo Liability.** SERVICE PROVIDER assumes liability as a common carrier for loss, damage to and/or destruction of Customer's goods, freight and/or property while under SERVICE PROVIDER's care, custody and/or control. Freight which has been tendered to SERVICE PROVIDER intact and released by SERVICE PROVIDER in a damaged condition, or lost or destroyed subsequent to such tender to SERVICE PROVIDER, shall be conclusively presumed to have been lost, damaged, and/or destroyed by SERVICE PROVIDER, unless SERVICE PROVIDER can establish otherwise by clear and convincing evidence. SERVICE PROVIDER shall either pay payment processing agents designated by Customer directly, or allow an offset from the amount owed SERVICE PROVIDER based on the provisions below. Customer's full actual loss, or a lower amount determined by the claims processing agent

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designated by Customer and SERVICE PROVIDER to be SERVICE PROVIDER's responsibility. The amount of Customer's full actual loss, damage and/or delay of ANY claims not resolved within ninety (90) days of the date of the claim may be offset. SLI or payment processing agents designated by Customer shall offset the amount in dispute from the amount otherwise owed SERVICE PROVIDER by that Customer. SERVICE PROVIDER's cargo liability is limited to one hundred thousand dollars (\$100,000.00) per occurrence.

**4.2 Salvage Claims.** SERVICE PROVIDER agrees to waive any and all right of salvage or resale of any of Customer's damaged freight and shall, at SLI's or Customer's reasonable request and direction, promptly return or dispose, at SERVICE PROVIDER's cost, any and all of Customer's damaged and overage freight shipped by SERVICE PROVIDER. In addition, SERVICE PROVIDER shall not under any circumstance allow Customer's freight to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event the damaged freight is returned to Customer and salvaged by Customer, then SERVICE PROVIDER shall receive a credit.

**5. SERVICE PROVIDER Payment.** SERVICE PROVIDER shall bill the rates and charges set forth in a Transportation Schedule for SERVICE PROVIDER's transportation and related services performed within one hundred eighty (180) days after delivery date. Customer shall pay the rates and charges for SERVICE PROVIDER's services. SLI, its parent and affiliates, shall not be responsible for nor have any liability to pay SERVICE PROVIDER in any instance where the Customer does not pay or payment processing agents designated by Customer do not receive funding from said Customer for said rates and charges for services. The payment processing agents designated by Customer shall pay SERVICE PROVIDER for its services thirty (30) days after SERVICE PROVIDER's invoice date provided SERVICE PROVIDER has submitted all required information / documentation and provided further that the payment processing agent has received the funding for the same. These requirements may include, but are not necessarily limited to, proof of delivery, a signed Customer's bill of lading and/or a signed delivery receipt. For shipments tendered by SLI, SERVICE PROVIDER shall submit load delivery/completion information upon each shipment delivery. The payment processing agents designated by Customer or Customer may refuse SERVICE PROVIDER invoices received one hundred eighty (180) days or more after the shipment delivery date. SERVICE PROVIDER shall be liable for the cost of processing more than one invoice per shipment if additional invoices are due to SERVICE PROVIDER's negligence. SERVICE PROVIDER shall provide the payment processing agents designated by Customer or Customer with SERVICE PROVIDER's depository institution, bank routing number and account number within ten (10) days of payment processing agent or Customer's request.

**6. SERVICE PROVIDER Communication.** SERVICE PROVIDER shall be linked electronically to the SLI computer system for load tendering and shipment status communications. SERVICE PROVIDER compliance will be monitored through SLI reports with full compliance mandatory within ninety (90) days of effective date of this Transportation Schedule. Failure to

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implement and maintain these communication standards may result in termination of this Transportation Schedule. SERVICE PROVIDER can establish this link through standard EDI transaction sets or through SLI's low-cost Web Tender & Track system. Shipment status updates must be transmitted to SLI a minimum of two (2) times for each shipment, one status update to confirm pick up and one to confirm delivery. These updates shall be transmitted within two (2) hours of the event. SLI will send information to SERVICE PROVIDER regarding these communication options and assist SERVICE PROVIDER in implementing their data communication system on a timely basis.

7. **Customer's Status as Third Party Beneficiary.** The parties agree that SLI's Customer shall be an express third party beneficiary of all commitments, representations, promises, covenants, indemnities and obligations provided to SLI by SERVICE PROVIDER under this Transportation Schedule, and SLI's Customer shall have the right to present claims arising from such commitments directly to SERVICE PROVIDER as though SERVICE PROVIDER had made such commitments directly to Customer.

8. **SERVICE PROVIDER Status as Third Party Beneficiary.** Solely for the purposes of this section, and solely in the circumstance where Customer either files bankruptcy, fails to pay Freight Charges when due, or otherwise fails to provide funding to a freight payment services company designated by Customer, SLI assigns, to the extent permitted, its right to SERVICE PROVIDER to pursue Customer directly for Freight Charges, and SERVICE PROVIDER agrees to indemnify, defend, release and hold harmless SLI for the same.

9. **Canadian Law.** In addition to all of the requirements contained in the Agreement and this Transportation Schedule, SERVICE PROVIDER shall comply with all intraprovincial, interprovincial and international laws, rules and regulations governing SERVICE PROVIDER's performance of its transportation and related services for SLI and its Customer, including the securement of all required permits, licenses and other regulatory authorities.

10. **Insolvency.** In the event of insolvency, bankruptcy or receivership proceedings are instituted by or against SERVICE PROVIDER, then SLI or an agent of SLI, may immediately enter upon any owned or leased property of SERVICE PROVIDER where any goods of the Customer may be found and take possession of such goods without liability to SERVICE PROVIDER or any party acting on behalf of or at the direction SERVICE PROVIDER.

11. **Indemnification.** To the proportionate extent only caused in whole or in part by acts or omissions of SERVICE PROVIDER, their agents, employees, and/or subcontractors SERVICE PROVIDER agrees to indemnify, defend and hold SLI and its Customer(s) (including their respective officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, judgments, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including damage or destruction of any property, or injury (including death) to any person, arising out of or related to:

- Any act or omission by SERVICE PROVIDER, its agents, employees and/or subcontractors,

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- Any claims or actions by SERVICE PROVIDER's employees, agents and/or subcontractors,
- The failure of SERVICE PROVIDER, its employees, agents, and/or subcontractors to comply with this Transportation Schedule, a Master Agreement, and/or any applicable provincial, federal state or local law, rule or regulation that affects the obligations of SERVICE PROVIDER under this Agreement or a Transportation Schedule
- SERVICE PROVIDER's, or SERVICE PROVIDER's employees, agents and/or subcontractors' performance of this Transportation Schedule or the Master Agreement.

The obligations of SERVICE PROVIDER under this Section shall survive the termination of this Transportation Schedule and the Master Agreement.

**12. Insurance.** SERVICE PROVIDER, at SERVICE PROVIDER's sole expense, shall maintain the following minimum insurance requirements during the term of this Transportation Schedule:

(a) Broad form commercial general liability insurance, including contractual liability coverage for all liability assumed by SERVICE PROVIDER under this Transportation Schedule, with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00 USD) per occurrence for bodily injury and/or property damage.

(b) Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum limits of not less than One Million Dollars (\$1,000,000.00 USD) per occurrence for bodily injury and property damage.

(c) Cargo liability insurance with minimum limits of not less than One Hundred Thousand Dollars (\$100,000.00 USD) per shipment for all liability assumed by SERVICE PROVIDER under this Transportation Schedule.

(d) Workers compensation insurance in an amount not less than the limits required by the state or province in which SERVICE PROVIDER performs transportation and related services, including employer's liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00 USD). If SERVICE PROVIDER is self-insured, a certificate from the state or province in which SERVICE PROVIDER performs transportation and related services must be furnished by such state or provincial agency directly to SLI.

(e) Any insurance coverage required by any governmental body for the type of transportation and related services specified in this Transportation Schedule.

All insurance required by this Transportation Schedule for services provided in the continental United States must be written by an insurance company having a A.M. Best's rating of "B+" or better and must be authorized to do business in the state(s) or province(s) in which SERVICE PROVIDER performs the

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transportation and related services. SERVICE PROVIDER's insurance shall be primary and required to respond and pay prior to any other available coverage. SERVICE PROVIDER agrees that SERVICE PROVIDER, SERVICE PROVIDER's insurer(s), and anyone claiming by, through or under SERVICE PROVIDER shall have no claim, right of action, or right of subrogation against SLI or its Customer based on any loss or liability insured under the foregoing insurance. SERVICE PROVIDER shall, prior to providing any transportation or related services, name SLI and Customer as an additional insured on their general and automobile liability policies and as a certificate holder or loss payee on their cargo liability and workers compensation insurance policies and shall cause its insurance company to issue a certificate to SLI evidencing the foregoing coverage. SERVICE PROVIDER represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Transportation Schedule. SLI shall be notified in writing by SERVICE PROVIDER's insurance company at least thirty (30) days prior to the cancellation, change or non-renewal of the submitted insurance policies. The insurance amounts in this Section 12 shall in no way limit the amount of SERVICE PROVIDER'S liability.

IN WITNESS WHEREOF, the undersigned individuals have executed this Transportation Schedule as of the dates indicated, and by so doing, represent and warrant that they have been or are specifically authorized to do so on behalf of the corporations or organizations they represent.

**SLI:**

Schneider Logistics, Inc.

By: *Julie Lambie*

(Signature)

Name: Julie Lambie

(Print or Type)

Title: VP-Supply Chain SolutionsDate: 6/25/18

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**SERVICE PROVIDER:**

GP Transportation Co dba GP Transco

By: *Darius Diemintas*

(Signature)

Name: Darius Diemintas

(Print or Type)

Title: Account ManagerDate: 6/4/18

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